STATE OF MISSOURI

ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Bid 07-30MAR06 Mental Healthcare Services to Behavioral Health Concepts, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

PURCHASE AGREEMENT FOR TAL HEALTHCARE SERVICES FOI

MENTAL HEALTHCARE SERVICES FOR INMATES OF THE BOONE COUNTY JAIL

THIS AGREEMENT dated the ______ day of _______ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Behavioral Health Concepts, Inc., herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Mental Healthcare Services for Inmates of the Boone County Jail, County of Boone Request for Proposal number 07-30MAR06 including pages one through 39, Addendum One, Best and Final Offer One, as well as the Contractor's response executed by William R. Holcomb on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the Request for Proposal, Addendum One, Best and Final Offer One, shall prevail and control over the Contractor's response.
- 2. Contract Duration This agreement shall commence on June 6, 2006 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may automatically be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to pricing adjustments described on Contractor's Response Page
- 3. **Service** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Mental Healthcare Services for Inmates of the Boone County Jail on an as needed basis and as agreed upon by both parties.
- 4. **Delivery** Contractor agrees to provide the services in accordance with the Request for Proposal requirements and the Contractor's response.
- 5. Billing and Payment All billing shall be invoiced to the Sheriff Department, and may only include the prices as identified in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 6. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 8. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BEHAVIORAL HEALTH CONCEPTS, INC.	BOONE COUNTY, MISSOURI by Boone County Commission
by	Mull Ineidus
title	/ Keith Schnarre, Presiding Commissioner
address	
APPROVED AS TO FORM:	ATTEST: Windy S Noren, County Clerk
	t a sufficient unencumbered appropriation balance exists and is contract. (Note: Certification of this contract is not required if
Signature June Pitchford by Kf	1255-85620 \$76,485.69 5/4/2006 2902-85620 4,120.89 Date Appropriation Account

STATE OF MISSOURI
County of Boone

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Digital Dictation System Maintenance Agreement to BusComm Incorporated. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

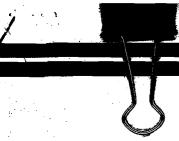
Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin



BusComm Incorporated Guaranteed Maintenance Service Agreement

Comprehensive Limited (no guarantee of parts availability) Coverage

This is a Service Agreement between BusComm Incorporated (hereinafter referred to as BusComm) and Boone County Sheriff Department (hereinafter referred to as the Purchaser). The agreement outlines the conditions whereby BusComm will provide service for the DVI System.

1. TERM

This Limited Service Agreement becomes effective on 6/8/2006, and will continue in effect until 6/7/2007.

2. SERVICE

Prompt response to all service calls will be provided 24 hours a day, 7 days a week, and 365 days a year, at a discounted rate of \$5,019.13 per year, which charge is subject to the terms of Paragraph 6 herein. As a comprehensive maintenance customer, you are guaranteed priority service and response to reported trouble via modem, a phone call, or an on-site visit. A diagnostic telephone call will follow within 30 minutes of receipt of your service request.

Replacement parts, <u>if available</u>, will be furnished and installed by BusComm Service Technicians at no extra charge. The parts replaced become the property of BusComm.

Component parts, assemblies, or subassemblies may be replaced with new or refurbished items at BusComm's option. If parts must be replaced due to causes other than normal wear and tear, BusComm will charge the price in effect at the time for such parts and all reasonable expenses associated with BusComm's cost to replace said parts.

BusComm will provide and install updates to Licensee's System(s) as long as a Support Agreement is in place, without any additional charge to Licensee and there are no payments in arrears due to BusComm. "Updates" are defined as any Systems software in which numbers to the right of the first decimal point have increased (i.e. 8.1, 8.2 and 8.3) and these updates are provided at no cost by the software manufacturer. "Upgrades", defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, and 10.0) can be purchased from BusComm at the time that they are made available.

Under this Service agreement, BusComm resolves to work toward giving your System availability approaching 100%. In order to do this, BusComm may, based on technical judgments made by BusComm Service Technicians, request to be able to monitor machine functions via its Remote Diagnostics Facility (RDF), but always with the prior

- In no event will BusComm be liable for any loss of date, lost charges, or special indirect or consequential damages.
- BusComm disclaims all warranties, including all warranties or merchantability and fitness for a particular purpose.
- Any controversy arising from this Service Agreement shall be governed by the laws
 of the State of Missouri.

This agreement shall become effective on its date and shall remain in force for a period of one year. No refund or pro-rating on the remainder of the contract is available. This agreement is not transferable and becomes void upon sale of the equipment. If Purchaser trades in existing system for an upgraded system from BusComm, the unused portion of this agreement can be applied to the first year's maintenance on the new system.

This Service Agreement replaces and supercedes any previous Service Agreement between the parties, and constitutes the entire Service Agreement between the parties with respect to the subject matter hereof.

BusComm Incorporated Service Agreement By their duly authorized representatives

BusComm Incorporated	Purchaser
	Boone County Missour
	
Ву:	By/Zorly De Julie
Contract Manager	Authorized Signature
Date:	Date: 5-9-06
	APPROVED AS TO
	LEGALTERAM
CERTIFICATION: I certify that this contract is within the	1-/1K
purpose of the appropriation to which it is to be charged and there is an unencumbered	DATA /5 1 06

2901-60050

balance of such appropriation sufficient to pay the costs arising from this contract

#5019:13

STATE OF MISSOURI

ea.

May Session of the April Adjourned Term

Term. 20 ()6

County of Boone

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the lease between Count Boonty, LLC and City of Columbia, Missouri (Columbia Police Department) pertaining to the second floor of 101 N. 7th St. Columbia, Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

AMENDMENT TO OFFICE SPACE LEASE

The lease dated June 12, 2003 made by and between Count Boonty, LLC, predecessor and assignor to Boone County, Missouri, a political subdivision of the State of Missouri, "Lessor"), and the City of Columbia, Missouri (Columbia Police Department), "Lessee") pertaining to the second floor of 101 N. 7th St., Columbia, Missouri, is mended as follows:

- 1. Paragraph 3 of the lease is revised by adding the following sentences: Upon expiration of the initial term of this lease, this lease may thereafter continue on a month-to-month basis subject to the terms and conditions set forth in this lease. The month-to-month tendency thereby created may be terminable by either party for any reason upon 60 days advance written notice to the other party.
- 2. In all other respects, the office space lease agreement dated June 12, 2003 shall remain in full force and in effect.

In witness whereof the parties through their authorized representatives have executed his amendment together with any number of counterparts thereof, each of which shall be n accord and full course as the original, this _____ day of ______, 2006.

Lessor: 300NE COUNTY, MISSOURI	Lessee: CITY OF COLUMBIA
Seith Schnarre, Presiding Commissioner	By
Attest: Wendy S Novel	Attest:
Wendy S. Noren, County Clerk	Sheila Amin, City Clerk
Approved As To Legal Form:	Approved As To Legal Form:
M	
ohn Patton, County Counselor CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumber balance of such appropriation sufficient.	Fred Boeckmann, City Counselor

Date

1932006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following Budget Revision.

Department Account/Title	Amount of Decrease	Amount of Increase
1123-86800 Emergency	\$2,500.00	
1131-71100 County Clerk -		\$2,500.00
Outside Services		

Microfilm County Commission Records.

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Noven

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

May Session of the April Adjourned Term

Term. 20 06

County of Boone

9th

day of May

206

the following, among other proceedings, were had, viz:

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby approve the following Budget Revision.

Department Account/Title	Amount of Decrease	Amount of Increase
1170-91301 Information		\$87,949.00
Tech – Computer Hardware	_	
1123-86800 – Emergency	\$87,949.00	

To Upgrade AS400

Done this 9th day of May, 2006.

ATTEST:

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

May Session of the April Adjourned Term

Term. 20 06

County of Boone

ea.

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following Budget Revision.

Department Account/Title	Amount of Decrease	Amount of Increase
1242-921100 – JJC – Replacement Furniture & Fixtures	450.00	
1241-85620 — Juvenile Office - 0ther Medical	563.00	
1243-85620 – Judicial Grants & Contract		1013.00
1242-92100 – JJC – Replacement Furniture & Fixtures	58.00	
1243-23050 – Judicial Grants – Other Supplies		58.00
1242-92100 - JJC - Replacement	190.00	
1243-22500 - Subscriptions	· · · · · · · · · · · · · · · · · · ·	190.00
1242-92100 – Replacement Furniture	270.00	
1243-91301 – Computer Hardware		270.00
1123-86800 – Emergency Funds	5231.00	
1243-91200 - Building & Improvements		5231.00

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Noden

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

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May Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

9th

day of May

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on May 26, June 23, and August 25, 2006 for the Urban Youth Outreach. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 9th day of May, 2006.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin, District II Commissioner

DATE:



Roger B. Wilson Boone County Government Center 801 East Walnut Room 245 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:
Description of Use: URBAN Yorth Outleach Colored
Date(s) of Use: Friday(s), May 26,2006, June 23,2006, + August 29
Time of Use: From: 3 a.m.p.m thru 10 a.m. fr.m.
Facility requested: Courthouse Grounds□ - Courtyard Square P - Chambers□ - Chambers Atrium □ - Rm220□ - Rm208□ - Rm139□
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
 To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in
 to conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
Name of Organization/Person: URBAN Empowed ment / Lester Woods
Organization Representative/Title: 745+31
Address/Phone Number: P.O. Box 85, Columbia MO 65205/(573) 356-563
Date of Application: May 4, 2006
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES
The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE FOUNTY, MISSOURI
County Clerk County Commissioner N S O C